IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: Melissa A. Hoffman, : Bankruptcy No. 20-22760-GLT

:

Debtor. : Chapter 13

Melissa A. Hoffman,

: Document No. 100

Movant, :

Related Document No. 60

Related Claim No. 7

Planet Home Lending, LLC,

v.

.

:

and : **Hearing Date and Time:**

March 20, 2025, at 10:00 a.m.

Ronda J. Winnecour, Ch. 13 Trustee Respondents.

NOTICE OF PROPOSED MODIFICATION TO PLAN DATED AUGUST 30, 2023

- 1. Pursuant to 11 U.S.C. § 1329, the Debtor(s) has filed an Amended Chapter 13 Plan dated February 13, 2025, which is annexed hereto at Exhibit "A" (the "Amended Chapter 13 Plan"). A summary of the modification is set forth below in paragraphs 4 through 6 of this Notice.
- 2. All Objections to the Amended Chapter 13 Plan must be filed and served by no later than 21 days after the date of this Notice upon the Debtor(s), Chapter 13 Trustee and any creditor whose claim allowance or treatment is the subject of the Objection. Untimely Objections will not be considered. Any creditor who files a timely Objection to the Amended Chapter 13 Plan must appear at the scheduled Initial Confirmation Hearing on the Amended Chapter 13 Plan.
- 3. A virtual (via Zoom) Initial Confirmation Hearing on the Amended Chapter 13 Plan will be held on March 20, 2025, at 10:00 a.m., before the Chapter 13 Trustee. The table and meeting I.D., to participate by Zoom (and telephone number and meeting I.D. to participate by telephone if you lack the ability to participate by Zoom), can be found at http://www.ch13pitt.com/calendar/ several days before the meeting. Parties are expected to familiarize themselves with the Trustee's website at http://www.ch13pitt.com/ and to comply with the procedures set forth at that site for conference participation.
- 4. Pursuant to the Amended Chapter 13 Plan, the Debtor(s) seeks to modify the Plan in the following particulars:

Plan is being amended to provide for payment of the Notice of Mortgage Payment Change (NMPC) filed by Planet Home Lending, LLC (Claim No. 7).

5. The proposed modification to the Plan will impact the treatment of the claims of the following creditors, and in the following particulars:

Planet Home Lending, LLC, will be paid per the NMPC.

6. Debtor(s) submits that the reason(s) for the modification is (are) as follows:

Plan is being amended to account for the NMPC filed by Planet Home Lending, LLC.

7. The Debtor(s) submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor(s) further submits that the proposed modification complies with 11 U.S.C. §§ 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor(s) respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 13th day of February 2025.

/s/ Brian C. Thompson

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(724) 799-8409 Facsimile
bthompson@thompsonattorney.com
Attorney for the Debtor

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	Melissa	A.	Document Hoffman	tered 02/13/25 Page 3 of 10						
Debtor 1	First Name	Middle Name	Last Name		plan, a	t if this is an and list belo ns of the pla				
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		been o	changed.	an that have			
United States Ba	ankruptcy Court for th	e Western District c	f Pennsylvania		2.1, 3.1, 4.3					
Case number	20-22760-GL	.T								
(if known)										
Western	District of I	Pennsylva	nia							
Chapte	r 13 Plan	Dated:	Feb 13, 2025							
Part 1: Not	tices									
To Debtors:	This form sets	he option is app	propriate in your cire	e in some cases, but the pres cumstances. Plans that do plan control unless otherwise	not comply	with local r				
			s, you must check each		•					
To Creditors:	YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.									
You should read this plan carefully and attorney, you may wish to consult one.			lly and discuss it with v	your attorney if you have one in	this bankrupt	cy case. If y	ou do not hav			
	attorney, you m			your attorney if you have one in	·					
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	or(s) Melissa A. Hoffman		Case number		GLT
2.2	Case 20-22760-GLT Doc Additional payments:	100 Filed 02/13/25 Entered Document Page 4 of 1		:24 Desc I	Main
	Unpaid Filing Fees. The balance of \$ available funds.	shall be fully paid by th	e Trustee to the Clerk o	f the Bankruptcy (Court from the fir
	Check one.				
	None. If "None" is checked, the rest of	f Section 2.2 need not be completed or repr	roduced.		
	The debtor(s) will make additional pay and date of each anticipated payment.	rment(s) to the trustee from other sources, a	as specified below. Desc	cribe the source, ϵ	estimated amour
.3	The total amount to be paid into the p plus any additional sources of plan fun	olan (plan base) shall be computed by the ding described above.	he trustee based on th	ne total amount	of plan payme
Par	t 3: Treatment of Secured Claims	5			
3.1	Maintenance of payments and cure of de	efault, if any, on Long-Term Continuing	Debts.		
	Check one.				
	None. If "None" is checked, the rest o	f Section 3.1 need not be completed or repr	roduced.		
		t contractual installment payments on the			
	arrearage on a listed claim will be particular ordered as to any item of collateral lis	conformity with any applicable rules. These aid in full through disbursements by the truted in this paragraph, then, unless otherwis. Il secured claims based on that collateral effective dates of the changes.	ustee, without interest. se ordered by the court,	If relief from the all payments und	automatic stay der this paragrap
	Name of creditor and redacted account		Current	Amount of	Effective
	number		installment payment (including escrow)	arrearage (if any)	date (MM/YYYY)
	Planet Home Lending, LLC	202 Wylie Avenue Strabane, PA 15363	\$573.13	\$12.64	08/2023
	Insert additional claims as needed.				
		ent of fully secured claims, and/or modif	fication of undersecure	ed claims.	
.2	Check one.				
3.2	Check one.	f Section 3.2 need not be completed or repr	roduced.		
3.2	Check one.		roduced.		
3.2	Check one. None. If "None" is checked, the rest o	odification	roduced. Amount of secured claim	Interest rate	Monthly payment to creditor
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	Case 20-22760-G For each secured claim list Amount of secured claim. F							Desc ut in the co rate state					
	The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through a motion pursuant to Rule 3012).												
	Name of creditor and redacted account number	of credite	d amount or's total ee Para. 8.7	Collateral	Value of collateral	Amount of claims senior to creditor's claim		nterest ate	Monthly payment to creditor				
		\$	0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00				
	Insert additional claims as n	needed.											
3.3	Secured claims excluded	from 11 U	.S.C. § 506.										
	Check one.												
	None. If "None" is ched	cked, the r	est of Section	3.3 need not	t be completed or	reproduced.							
	The claims listed below	were eithe	er:										
	(1) Incurred within 910 days use of the debtor(s), or	s before th	e petition date	e and secure	d by a purchase i	money security in	terest in a motor	vehicle ac	quired for personal				
	(2) Incurred within one (1)	year of the	petition date	and secured	by a purchase m	oney security inte	rest in any other	thing of va	alue.				
	These claims will be paid in	full under	the plan with	interest at the	e rate stated belo	w. These paymer	nts will be disburs	sed by the	trustee.				
	Name of creditor and reda account number	acted	Collateral			Amount of clain	n Interest rate	Month to cre	nly payment ditor				
	Insert additional claims as n	needed.											
3.4	Insert additional claims as n	needed.											
3.4	Lien Avoidance. Check one.												
3.4	Lien Avoidance.	necked, the				ed or reproduced	. The remainde	er of this	paragraph will be				
3.4	Lien Avoidance. Check one. None. If "None" is ch	necked, the opplicable k npossesso een entitle cial lien or urity interesecurity inte	ory, nonpurchased under 11 L security interest that is avoid rest that is no	of this plan is ase-money se J.S.C. § 522(I est securing a ded will be tre bt avoided wil	is checked. ecurity interests so b). The debtor(so calciam listed beloeated as an unse I be paid in full a	securing the claim) will request, by bw to the extent the cured claim in Pa as a secured claim	ns listed below in filing a separate that it impairs sucress to the extent on under the plan	npair exeme motion, h exemption allowed.	nptions to which the that the court order ons. The amount of The amount, if any,				
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20-22760-GLT Debtor(s) Melissa A. Hoffman Case number Case 20-22760-GLT Doc 100 Filed 02/13/25 Entered 02/13/25 15:38:24 Desc Main Page 6 of 10 Document Ford Motor Credit Company, LLC 2020 Ford Escape Insert additional claims as needed. 3.6 Secured tax claims. Name of taxing authority Total amount of claim Type of tax Interest Identifying number(s) if Tax periods rate* collateral is real estate \$0.00 0% Insert additional claims as needed. * The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation. Part 4: **Treatment of Fees and Priority Claims** 4.1 General. Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest. 4.2 Trustee's fees. Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to ensure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to monipson Law Group, P.C.	In addition to a retainer of $\frac{1}{5}$.00 (of which \$0.00	was a
payment to reimburse costs advanced and/or a no-look costs deposit)	already paid by or on behalf of the	debtor, the amount of \$_3,	,250.00 is to
be paid at the rate of \$_250.00 per month. Including any retained	er paid, a total of \$ <u>7,852.56</u> in t	fees and costs reimburseme	ent has been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit and	l previously approved appl	lication(s) for
compensation above the no-look fee. An additional \$2,000.00 w	vill be sought through a fee applicat	tion to be filed and approve	ed before any
additional amount will be paid through the plan, and this plan contai	ins sufficient funding to pay that ad	lditional amount, without dir	minishing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.		

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

x None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor and redacted account number	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

Check one.

None. If "None" is checked, the rest of Section 4.5 need not be completed or reproduced.

If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor (s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.

Check here if this payment is for prepetition arrearages only.

Debto	r(s) Melissa A. Hoffman		Case number 2	20-22760-GLT
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	Name of creditor (specify the actual payee, e.g. Document	^{ion} Page 7 of 10	Claim	Monthly payment
	SCDU)	<u> </u>		or pro rata
			\$0.00	\$0.00
	Insert additional claims as needed.			
4.6	Domestic Support Obligations assigned or owed to a govern	ımental unit and paid less tha	n full amount.	
	Check one.			
	None. If "None" is checked, the rest of Section 4.6 need no	t be completed or reproduced.		
	The allowed priority claims listed below are based on a governmental unit and will be paid less than the full a that payments in Section 2.1 be for a term of 60 months.	mount of the claim under 11		
	Name of creditor	Amount of claim to	be paid	
			\$0.00	
	Insert additional claims as needed.			
4.7	Priority unsecured tax claims paid in full. Check one.			
	None. If "None" is checked, the rest of Section 4.7 need no	t he completed or reproduced		
	<u> </u>			
	Name of taxing authority Total amount of	of claim Type of tax	Interest rate (0% i	Tax periods f blank
	\$0.00		0%	
	Insert additional claims as needed.			
4.8	Postpetition utility monthly payments.			
	The provisions of this Section 4.8 are available only if the utility pare allowed as an administrative claim. These payments compostpetition delinquencies, and unpaid security deposits. The clutility obtain an order authorizing a payment change, the debtor of the postpetition claims of the utility. Any unpaid post petition uthe debtor(s) after discharge.	prise a single monthly combin aim payment will not change fo s) will be required to file an am	ed payment for post r the life of the plan u ended plan. These p	petition utility services, any nless amended. Should the ayments may not resolve all
	Name of creditor and redacted account number	Monthly payment	Postpetition accoun	nt number
		\$0.00		
	Insert additional claims as needed.			
Par	Treatment of Nonpriority Unsecured Claims			

5.1 Nonpriority unsecured claims not separately classified.

Case number 20-22760-GLT Debtor(s) Melissa A. Hoffman Case 20-22760-GLT Doc 100 Filed 02/13/25 Entered 02/13/25 15:38:24 Desc Main Debtor(s) ESTIMATE(S) that a total of \$913.94 DOCUMBED in a billiable Rager Burton 10 honoriority unsecured creditors. Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$913.94 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4). The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 3.93 _%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee. Name of creditor and redacted account number Current installment Amount of arrearage **Estimated total Payment** payment to be paid on the claim payments beginning by trustee date (MM/ YYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. 5.3 Other separately classified nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.3 need not be completed or reproduced. | X | The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows: Amount of arrearage Interest Name of creditor and redacted account Basis for separate classification and **Estimated total** number treatment to be paid rate payments by trustee US Department of Education/ **Educational Loan** \$0.00 0% \$6,404.58 GLELSI US Department of Education/ **Educational Loan** \$0.00 0% \$94.37 **GLELSI** US Department of Education/ Educational Loan \$0.00 0% \$783.61 **GLELSI** Insert additional claims as needed. Part 6: **Executory Contracts and Unexpired Leases** The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. Name of creditor and Description of leased property or Current Amount of **Estimated total Payment** redacted account number executory contract installment beginning arrearage to be payments by payment trustee paid date (MM/ YYYY)

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\$0.00 \$0.00

Insert additional claims as needed.

Part 7:

Vesting of Property of the Estate

7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

Part 8:

General Principles Applicable to All Chapter 13 Plans

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8,2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.
- Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One:

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears. Level Five:

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions Document Page 10 of 10

9.1 C	check '	'None"	or	List	Nonst	tand	lard	Р	lan	Pro	ovisio	ns.
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None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

Part 10: Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor (s), if any, must sign below.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Melissa A. Hoffman	X			
Signature of Debtor 1	Signature of Debtor 2			
Executed on Feb 13, 2025	Executed on			
MM/DD/YYYY	MM/DD/YYYY			
X/s/ Brian C. Thompson	Date Feb 13, 2025			
Signature of debtor(s)' attorney	MM/DD/YYYY			